

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re:

Chapter 13

Carlos Benvenutti, Jr and Vernice L
Tolliver-benvenutti,
Debtor(s)

Bky. No. 18-28608

STATE OF TEXAS

)

) ss.

COUNTY OF TARRANT

)

AFFIDAVIT

I, Sandra Torrey, a Bankruptcy Specialist of Santander Consumer USA Inc., declare under penalty of perjury that I have personal knowledge of the information set forth below, which is true and correct to the best of my knowledge, information, and belief.

1. This affidavit is based on the loan payment records of Santander Consumer USA Inc. as of September 30, 2019. These records are regularly maintained in the course of business and it is the regular practice to make and maintain these records. These records reflect the loan payments that are noted in the records at the time of receipt by persons whose regular duties include recording this information. I maintain these records and regularly use and rely upon them in the performance of my duties.

2. Santander Consumer USA Inc. has a valid, perfected security interest in the following (the "Collateral"): 2011 HONDA ODYSSEY, VIN: 5FNRL5H63BB050822 .

3. \$13,332.71 is the outstanding balance under the contract.

4. \$1,319.04 is the amount of the existing delinquency under the contract.

5. \$12,825.00 is the fair market value of the Collateral.

6. No appropriate insurance has been verified.

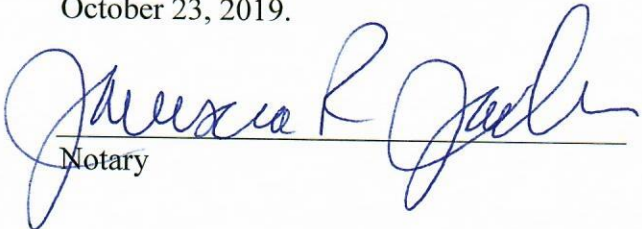
Further your affiant sayeth not.

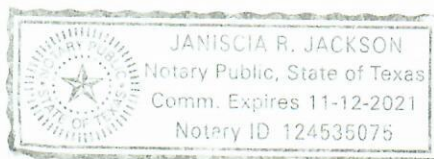
Date: October 23, 2019

Subscribed and sworn to before me on
October 23, 2019.



Sandra Torrey
Bankruptcy Specialist
Santander Consumer USA Inc.


Notary



RETAIL INSTALLMENT SALE CONTRACT SIMPLE FINANCE CHARGE

Dealer Number _____

Contract Number _____

Buyer Name and Address (Including County and Zip Code) VERNICE L. TOLLIVER-BENVENUTTI 2402 BRANDEIS AVE CIREMANITSON NJ 08077 DUNELINGTON	Co-Buyer Name and Address (Including County and Zip Code)	Seller-Creditor (Name and Address) NEW JERSEY AUTO SALES 8004 ROUTE 130 NORTH DELRAN NJ. 08075 (215) 461 8888
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You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased
USED	2011	HONDA ODYSSEY	5FNRL5H63BB050822	Personal, family, or household unless otherwise indicated below <input type="checkbox"/> business <input type="checkbox"/> agricultural

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of \$ 2000.00 is
19.550 %	\$ 8794.50	\$14873.70	\$23668.20	\$25668.20

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
60	394.47	Monthly beginning 04/22/18

Or As Follows:

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5 % of the part of the payment that is late. If the vehicle is primarily for personal, family, or household use and the cash price is \$ 10,000 or less, the charge for each late payment will be \$ 10.

Prepayment. If you pay off all your debt early, you will not have to pay a penalty.

Security Interest. You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price (including \$ 1036.75 sales tax)	\$16485.75 (1)
2. Total Downpayment =	
Trade-In	
(Year) (Make) (Model)	
Gross Trade-In Allowance	\$ 0.00
Less Pay Off Made By Seller	\$ 0.00
Equals Net Trade In	\$ 0.00
+ Cash	\$ 2000.00
+ Other <u>MPR REBATE</u>	\$ N/A
(If total downpayment is negative, enter "0" and see 4J below)	\$ 2000.00 (2)
3. Unpaid Balance of Cash Price (1 minus 2)	\$14485.75 (3)
4. Other Charges Including Amounts Paid to Others on Your Behalf	
(Seller may keep part of these amounts):	
A. Cost of Optional Credit Insurance Paid to Insurance Company or Companies.	
Life	\$ N/A
Disability	\$ N/A

Insurance. You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit.

THIS DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE. WITHOUT SUCH INSURANCE, YOU MAY NOT OPERATE THIS VEHICLE ON PUBLIC HIGHWAYS.

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below: Optional Credit Insurance

☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both
☐ Credit Disability: ☐ Buyer ☐ Co-Buyer ☐ Both
 Premium:

Credit Life \$ N/A

Credit Disability \$ N/A

Insurance Company Name _____

Home Office Address _____

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in Item 4A of the Itemization of Amount Financed. Credit life insurance pays the unpaid part of the amount financed if you die. This insurance pays only the amount you would owe if you paid all your payments on time. Credit disability insurance pays the scheduled payments due under this contract while you are disabled. This insurance does not cover any increase in your payment or in the number of payments. The policies or certificates issued by the named insurance companies may further limit the coverage that credit life or credit disability insurance provides. See the policies or certificates for coverage limits and other terms and conditions. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

Other Optional Insurance

☐ N/A N/A
 Type of Insurance Term
 Premium \$ N/A

1. FINANCE CHARGE AND PAYMENTS

- a. **How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
- c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.

2. YOUR OTHER PROMISES TO US

- a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
 - b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
 - c. **Security Interest.** You give us a security interest in:
 - The vehicle and all parts or goods put on it;
 - All money or goods received (proceeds) for the vehicle;
 - All insurance, maintenance, service, or other contracts we finance for you; and
 - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.
 - d. **Insurance you must have on the vehicle.** You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest
- If you pay late, we may also take the steps described below.
- b. **You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe on this contract at once. Default means:
 - You do not pay any payment on time;
 - You give false, incomplete, or misleading information on a credit application;
 - You start a proceeding in bankruptcy or one is started against you or your property; or
 - You break any agreements in this contract.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.
 - c. **You may have to pay collection costs.** If we hire an attorney who is not our salaried employee to collect what you owe, you will pay the attorney's reasonable fee and court costs the law permits. If the vehicle is primarily for personal, family, or household use and the cash price is \$10,000 or less, the maximum attorney's fee you will pay will be \$100 plus 10% of the excess over \$500 of the amount due when we hire the attorney.
 - d. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.
 - e. **How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.
 - f. **We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.
 - g. **What we may do about optional insurance, maintenance, service, or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle as the law allows. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and

HOLD TO LIGHT TO VIEW NEW JERSEY WATERMARK

CERTIFICATE OF TITLE

PREFIX IDENTIFICATION NUMBER YEAR MAKE MODEL BODY TYPE
5FNRL 5H63B B0508 22 Z 2011 HON ODY WAGON

TYPE OF TITLE DUPLICATE NO. GVN/VIC/ETH COLOR/PLIP DEALER'S AXLES/PROP FUEL
STANDARD 8 GRY MILEAGE 2 STATUS
ISSUE DATE VIN-REPLACEMENT

85.00 03-15-2018 82321 A
OWNERS F.F.O.X.D. S.54 VAGE
P.P.O.L.I.C.E. T.TAX

VERNICE L TOLLIVER-BENVENUT
2402 BRANDEIS AVE
CINNAMINSON NJ 08077 3519
L. LENON LAW
A. ACTUAL MILEAGE
R. NEXT THE ACTUAL MILEAGE
M. MILEAGE EXCEEDS THE MECHANICAL LIMITS

NUMBER OF OWNERS 1
NUMBER OF LIENHOLDERS 1

I, CLERK ADMINISTRATOR OF THE MOTOR VEHICLE COMMISSION, OF THE STATE OF NEW JERSEY, DO HEREBY CERTIFY THAT EVIDENCE OF PURCHASE OF OWNERSHIP IN COMPLIANCE WITH THE LAWS OF THE STATE OF NEW JERSEY OF THE DESCRIBED ARTICLE HAS BEEN RECEIVED AND FILED WITH ME, AND I DO HEREBY ISSUE THIS CERTIFICATE OF OWNERSHIP SUBJECT TO SECURITY AGREEMENT OR LIEN, IF ANY AS STATED

[Signature]
SIGNATURE

State of New Jersey
MOTOR VEHICLE COMMISSION

DATE _____ LIEN RELEASED BY _____
SIGNATURE _____

SECOND LIENHOLDER _____ TITLE _____ DATE _____
SECOND RELEASE _____

DATE 03-15-2018 LIEN RELEASED BY _____
SIGNATURE _____

FIRST LIENHOLDER _____ TITLE _____ DATE _____
FIRST RELEASE _____

SANTANDER CONSUMER USA INC
PO BOX 961288
FORT WORTH TX 76161

ALTERATION OR ERASURE VOIDS THIS TITLE KEEP IN SAFE PLACE

VOID IF ALTERED

HOLD TO LIGHT TO VIEW NEW JERSEY WATERMARK